

RULE TO SHOW CAUSE

JUN 12 2018

W.A. LUCKY, III	TWENTY-SIXTH JUDICIAL DISTRICT
V.S.	PARISH OF BOSSIER
BARBARA MARIE CAREY CARR	STATE OF LOUISIANA
DOCKET NUMBER: C-127573	

TO: BARBARA MARIE CAREY CARR LOLLAR  
THROUGH HER ATTORNEY OF RECORD:  
J. DAVIS POWELL  
DAVIDSON SUMMERS, APLC  
330 MARSHALL STREET, SUITE 1114  
SHREVEPORT, LA  
71101

OF THE PARISH OF CADDO .....GREETINGS:

YOU ARE HEREBY COMMANDED in the name of the STATE OF LOUISIANA and of the 26th JUDICIAL DISTRICT COURT in and for the PARISH OF BOSSIER, STATE OF LOUISIANA, TO SHOW CAUSE before said Court at BENTON, LOUISIANA, if any you have or can, on the 5th day of July, 2018 at 9:30 a.m. all as is shown by the certified copy of the order which accompanies this RULE AND HEREIN FAIL NOT.

All as set out in the Petition and Order of Court, a copy of which said Petition and Order are hereto and made a part hereof.

AND HEREIN FAIL NOT UNDER THE PENALTY OF THE LAW, WITNESS, the HONORABLE JUDGE of our said Court, on this the 7th day of June, 2018.

JILL M. SESSIONS, CLERK OF COURT

SARA E. HALPHEN

Deputy Clerk  
Bossier Parish, Louisiana

Attorney: CURTIS R. SHELTON  
Ayes, Shelton, Williams, Benson & Paine, LLC  
318-227-3500

A TRUE COPY ATTEST

  
DEPUTY CLERK

W.A. LUCKY, III

NUMBER: 127,573; SECTION F

VERSUS

26TH JUDICIAL DISTRICT COURT

BARBARA MARIE CAREY CARR

BOSSIER PARISH, LOUISIANA

**EX PARTE MOTION FOR PRODUCTION OF PROPERTY  
AND ALTERNATIVE MOTION FOR CONTEMPT**

NOW INTO COURT, through undersigned counsel, comes WILLIAM A. LUCKY, III  
("Mr. Lucky"), who respectfully represents:

1.

On January 5, 2018, the Court signed a judgment in favor of Mr. Lucky and against  
BARBARA MARIE CAREY CARR LOLLAR f/k/a BARBARA MARIE CAREY CARR, who  
is hereinafter referred to as the "Judgment Debtor."

2.

The aforesaid Judgment reads, in pertinent part:

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that  
judgment is rendered in favor of the plaintiff, WILLIAM A. LUCKY, III, and  
against the defendant, BARBARA MARIE CAREY CARR LOLLAR f/k/a  
BARBARA MARIE CAREY CARR, in the principal amount of ONE MILLION,  
SEVEN HUNDRED NINETY-NINE THOUSAND, FOUR HUNDRED FIFTY  
AND 52/100 DOLLARS (\$1,799,450.52), plus judicial interest on the aforesaid  
amount from the date of judicial demand until paid in full and all costs associated  
with this proceeding.

3.

The Judgment Debtor has made no payment on the Judgment.

4.

The delays for a suspensive appeal have expired, and the Judgment is now executory.

5.

Mr. Lucky desires that a writ of fieri facias issue herein to enforce the judgment if the  
Clerk of Court has not already issued a writ of fieri facias to the Sheriff of Bossier Parish,  
Louisiana.

ENDORSED FILED 5-31-, 2018  
SARA E. HALPHEN  
DEPUTY CLERK  
A TRUE COPY - ATTEST  
Sara E. Halphen  
DEPUTY CLERK

EXHIBIT G

6.

Louisiana Revised Statutes 13:3862 reads:

On *ex parte* motion of a party who has caused to be issued a writ directing the seizure of property, the court may order that money or other property on the person of the party against whom the order is directed, or otherwise in his possession or under his control, be delivered to the sheriff immediately upon personal service of the order.

If it is proved that at the time of such service the person ordered to deliver the money or other property had it on his person, or otherwise in his possession or under his control, the failure to comply with the order shall be punished as a contempt of court, unless it is shown that the property is exempt from seizure.

7.

Under Louisiana Revised Statutes 13:3862, Mr. Lucky is entitled to the issuance of an order on this *ex parte* motion directed to the Judgment Debtor to deliver money or other property on her person or otherwise in her possession or under her control to the Sheriff of Bossier Parish immediately upon personal service of the order.

8.

On November 2, 2017, the Judgment Debtor executed a document titled "Credit Sale Deed with Vendor's Lien and Special Mortgage," which was recorded in the conveyance and mortgage records of Bossier Parish, Louisiana on November 3, 2017, under Instrument Number 1179265 at Conveyance Book 1761, page 551, and Mortgage Book 2692, page 882. The Credit Sale Deed with Vendor's Lien and Special Mortgage recites that the following described promissory note was delivered to the Judgment Debtor:

Promissory note from Purchaser [Ronald William Lollar] to Seller [Barbara Marie Carey Carr Lollar, formerly Barbara Marie Carey Carr] in the principal amount of One Million Seven Hundred Thirty Thousand and No/100ths Dollars (\$1,730,000.00) plus interest thereon at the rate of four percent (4.0%) per annum until paid, payable in four (4) consecutive annual installments of \$100,046.00, the first such installment being due and payable on November 1, 2018, and a final BALLOON PAYMENT equal to all remaining principal and interest then due hereunder, due and payable on November 1, 2022.

9.

The promissory note described in paragraph 8 is property of the Judgment Debtor that was, according to the aforementioned Credit Sale Deed with Vendor's Lien and Special Mortgage, delivered to her. Therefore, the promissory note is on the person of the Judgment Debtor or otherwise in her possession or under her control. Mr. Lucky is entitled to an *ex parte*

order to the Judgment Debtor requiring her to deliver the promissory note to the Sheriff of Bossier Parish immediately upon personal service of the Court's order.

10.

In addition, Louisiana Revised Statutes 13:3862 provides that, upon the Judgment Debtor's failure to comply with the Court's order, her failure shall be punished as a contempt of court, unless it is shown that the property is exempt from seizure.

11.

Accordingly, Mr. Lucky moves the Court to enter an order *ex parte* as follows:

- A. requiring the Judgment Debtor to deliver the aforementioned promissory note to the Sheriff of Bossier Parish immediately upon personal service of the Court's order; and
- B. ordering the Judgment Debtor, upon her failure to deliver the aforementioned promissory note to the Sheriff of Bossier Parish immediately upon personal service of the Court's order, to show cause, if any she can, why her failure to deliver the aforementioned promissory note to the sheriff should not be punished as a contempt of court.

WHEREFORE, MOVANT WILLIAM A. LUCKY, III PRAYS that the Court order that:

- I. BARBARA MARIE CAREY CARR LOLLAR f/k/a BARBARA MARIE CAREY CARR immediately deliver the following described promissory note to the Sheriff of Bossier Parish upon personal service of this motion and the Court's order thereon, to wit:

Promissory note from Purchaser [Ronald William Lollar] to Seller [Barbara Marie Carey Carr Lollar, formerly Barbara Marie Carey Carr] in the principal amount of One Million Seven Hundred Thirty Thousand and No/100ths Dollars (\$1,730,000.00) plus interest thereon at the rate of four percent (4.0%) per annum until paid, payable in four (4) consecutive annual installments of \$100,046.00, the first such installment being due and payable on November 1, 2018, and a final BALLOON PAYMENT equal to all remaining principal and interest then due hereunder, due and payable on November 1, 2022;

- II. Should BARBARA MARIE CAREY CARR LOLLAR f/k/a BARBARA MARIE CAREY CARR fail to deliver the aforesaid promissory note to the Sheriff of Bossier Parish immediately upon personal service of this motion and the Court's order thereon, BARBARA MARIE CAREY CARR LOLLAR f/k/a BARBARA MARIE CAREY CARR appear in court on the 5<sup>th</sup> day of July, 2018, at 9:30 a.m. and show cause why she should not be held in contempt of court for failing to comply with the Court's order to deliver the promissory note;
- III. That the Court enter such other orders as may be necessary at the aforesaid hearing for the aforesaid promissory note to be delivered to the Sheriff of Bossier Parish; and

- IV. Upon BARBARA MARIE CAREY CARR LOLLAR f/k/a BARBARA MARIE CAREY CARR's failure to comply with the Court's order or to appear in Court on the 5<sup>th</sup> day of July, 2018, at 9:30 a.m., she shall be subject to the Court finding her to be in contempt of Court and punishing her accordingly.

AYRES, SHELTON, WILLIAMS, BENSON &  
PAINE, LLC

By: 

Curtis R. Shelton

La. Bar Roll No. 17137  
Suite 1400, Regions Tower  
333 Texas Street (71101)  
P. O. Box 1764  
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(318) 227-3500  
(318) 227-3306 - Direct Dial  
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(318) 470-9010 - Cell Phone  
E-mail: curtisshelton@arklatexlaw.com

ATTORNEYS FOR WILLIAM A. LUCKY, III

#### **CERTIFICATE**

I HEREBY CERTIFY that a copy of this *Ex Parte* Motion for Production of Property and Alternative Motion for Contempt was served upon Barbara Marie Carey Carr Lollar f/k/a Barbara Marie Carey Carr, by depositing same in the United States mail properly addressed as follows and with adequate first-class postage thereon:

Mr. James Davis Powell  
Davidson Summers  
330 Marshall St., Suite 1114  
Shreveport LA 71101

Shreveport, Louisiana, this 30th day of May, 2018.

  
OF COUNSEL

FILED

JUN - 4 2018

SARA E. HALPHEN

DEPUTY CLERK  
26TH JUDICIAL DISTRICT COURT  
BOSSIER PARISH, LOUISIANA

W.A. LUCKY, III

NUMBER: 127,573; SECTION F

VERSUS

26TH JUDICIAL DISTRICT COURT

BARBARA MARIE CAREY CARR

BOSSIER PARISH, LOUISIANA

**ORDER ON *EX PARTE* MOTION FOR PRODUCTION OF PROPERTY  
AND ALTERNATIVE MOTION FOR CONTEMPT**

CONSIDERING the *Ex Parte* Motion for Production of Property and Alternative Motion  
for Contempt filed herein by WILLIAM A. LUCKY, III,

*AND FURTHER Why*  
~~IT IS HEREBY ORDERED THAT~~ BARBARA MARIE CAREY CARR LOLLAR f/k/a  
*should not be*  
BARBARA MARIE CAREY CARR ~~is~~ ordered immediately deliver the following described  
promissory note to the Sheriff of Bossier Parish *to* upon personal service of the aforesaid motion  
and this order, to wit:

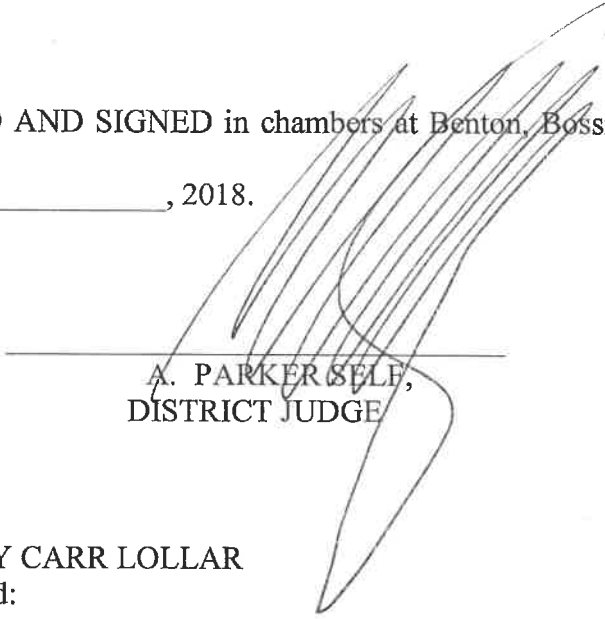
Promissory note from Purchaser [Ronald William Lollar] to Seller [Barbara Marie Carey Carr Lollar, formerly Barbara Marie Carey Carr] in the principal amount of One Million Seven Hundred Thirty Thousand and No/100ths Dollars (\$1,730,000.00) plus interest thereon at the rate of four percent (4.0%) per annum until paid, payable in four (4) consecutive annual installments of \$100,046.00, the first such installment being due and payable on November 1, 2018, and a final BALLOON PAYMENT equal to all remaining principal and interest then due hereunder, due and payable on November 1, 2022.

IT IS HEREBY FURTHER ORDERED THAT, should BARBARA MARIE CAREY CARR LOLLAR f/k/a BARBARA MARIE CAREY CARR fail to deliver the aforesaid promissory note to the Sheriff of Bossier Parish immediately upon personal service of the aforesaid motion and this order, BARBARA MARIE CAREY CARR LOLLAR f/k/a BARBARA MARIE CAREY CARR is ordered to appear in open court on the 5<sup>th</sup> day of July, 2018, at 9:30 a.m. and show cause why:

- I. BARBARA MARIE CAREY CARR LOLLAR f/k/a BARBARA MARIE CAREY CARR should not be held in contempt of court for failing to comply with the Court's order to deliver the aforesaid promissory note;
- II. The Court should not enter such other orders as may be necessary at the aforesaid hearing for the aforesaid promissory note to be delivered to the Sheriff of Bossier Parish; and
- III. The Court should not find BARBARA MARIE CAREY CARR LOLLAR f/k/a BARBARA MARIE CAREY CARR to be in contempt of Court for her failure to comply with the Court's order to deliver the aforesaid promissory note to the Sheriff of Bossier Parish or to appear in Court on the 5<sup>th</sup> day of July, 2018, at 9:30 a.m. and punish her accordingly.



RENDERED, READ AND SIGNED in chambers at Benton, Bossier Parish, Louisiana,  
this 3/4<sup>th</sup> day of May, 2018.



A. PARKER SELF,  
DISTRICT JUDGE

**PLEASE SERVE:**

BARBARA MARIE CAREY CARR LOLLAR  
through her counsel of record:  
Mr. J. Davis Powell  
330 Marshall Street, Suite 1114  
Shreveport, LA 71101

**PLEASE ALSO SERVE:**

BARBARA MARIE CAREY CARR LOLLAR  
at her address of:  
6225 Tributary Court  
Bossier City, LA 71112